

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS PENSION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS WELFARE  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS VACATION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS ANNUITY  
FUND, NEW YORK CITY DISTRICT COUNCIL  
OF CARPENTERS APPRENTICESHIP, JOURNEYMAN  
RETRAINING, EDUCATIONAL AND INDUSTRY  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS CHARITY FUND, and THE NEW  
YORK CITY AND VICINITY CARPENTERS LABOR  
MANAGEMENT COOPERATION FUND, by MICHAEL  
J. FORDE, and PAUL O'BRIEN, as TRUSTEES

07 CV 10549 (LAK)  
ECF CASE

**AFFIDAVIT OF COUNSEL  
IN SUPPORT OF  
DEFAULT JUDGMENT**

Plaintiffs,

-against-

L B GRIFFIN CONTRACTING INC. / T & I  
EXCAVATING – JOINT VENTURE

Defendant.

-----X  
STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK   )

ANDREW GRABOIS, Esq. being duly sworn, deposes and says,

1. I am associated with the firm of O'Dwyer & Bernstein, LLP, attorneys for plaintiffs ("Funds") in the above captioned action. I am familiar with all the facts and circumstances in this action.

2. I submit this affidavit in support of plaintiffs' motion for default judgment against L B Griffin Contracting Inc. / T & I Excavating – Joint Venture ("Defendant"), confirming an arbitration award against the Defendant, dated June 21, 2007.

3. Upon information and belief Defendant is a corporation and not an infant, in the

military or an incompetent.

4. Subject matter jurisdiction of this action is based upon Section 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. §185, Sections 502(a)(3)(B)(ii), (d)(1), (e) and (g) of the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §§1132(a)(3)(B)(ii), (d)(1), (e) and (g), Section 515 of ERISA, 29 U.S.C. §1145, and Section 9 of the Federal Arbitration Act, 9 U.S.C. §9. Personal jurisdiction is based upon Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2).

5. Plaintiffs brought this action to compel the production of Defendant’s books and records pursuant to a collective bargaining agreement (“Agreement”) between the Defendant and the District Council for New York City and Vicinity, United Brotherhood of Carpenters and Joiners of America.

6. Defendant has failed to furnish these records for the purpose of conducting an audit to ensure compliance with required benefit fund contributions as required under the Agreement.

7. Pursuant to the arbitration clause of the Agreement, the dispute was submitted to arbitration to Roger Maher, the duly designated impartial arbitrator. Thereafter, upon due notice to all parties, the arbitrator held a hearing and rendered his award, in writing, dated June 21, 2007 determining said dispute. (A copy is annexed hereto as Exhibit “A”). Upon information and belief, a copy of the award was sent to the defendant.

8. The arbitrator found that L B Griffin Contracting Inc. / T & I Excavating – Joint Venture had failed to comply with the Agreement as it relates to paying fringe benefit monies and directed it to furnish the Plaintiffs with any and all books and records, for the period of July 1, 2001 through June 21, 2007 including but not limited to, the cash disbursement section of the

cash book, general ledger, job location records, daily time records and all certified payrolls.

9. The arbitrator also found that L B Griffin Contracting Inc. / T & I Excavating – Joint Venture was required to pay the funds a total sum of \$2,400.00 pursuant to the Agreement, representing costs incurred in the arbitration.

10. The defendant has failed to abide by the award.

11. The award has not been vacated or modified and no application for such relief is currently pending or has been made.

12. Plaintiffs commenced this action on November 26, 2007 by filing a summons and complaint. (A copy is annexed hereto as Exhibit “B”). Plaintiffs subsequently served the summons and complaint together with the Judge’s rules upon Defendant by delivering one (1) true copy of the same to Charles Griffin, Managing Officer, at his usual place of abode at 221-19 131<sup>st</sup> Avenue, Springfield Gardens, New York on January 23, 2008, and an affidavit of service was filed with the Court on February 6, 2008 (A copy is annexed hereto as Exhibit “C”).

13. This action is timely as it was filed within the one year statute of limitations applicable to a petition to confirm and arbitrator's award.

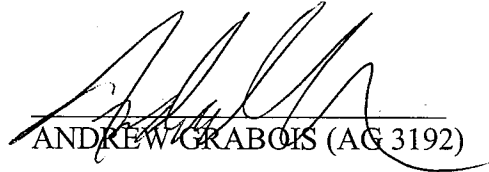
14. Defendant has failed to answer or appear or move with respect to the complaint and the time to do so has expired. (A copy of the Clerk’s Certificate is annexed hereto as Exhibit “D”).

15. Plaintiffs seek a default judgment against Defendant and in favor of plaintiffs as follows:

- a. confirming the arbitrator’s award;
- b. ordering L B Griffin Contracting Inc. / T & I Excavating – Joint Venture and its officers to make available to the Plaintiffs or authorized representatives

any and all books and records deemed necessary to conduct an audit including, but not limited to, the cash disbursement section of the cash book, general ledger, job location records, daily time records and all certified payrolls for the period July 1, 2001 through June 21, 2007.

- c. awarding judgment for the plaintiffs and against Defendant in the principal amount of \$2,400.00;
- d. attorneys' fees and costs arising out of this action as determined by the court. (An Affidavit of Services is annexed hereto as Exhibit "E" and a proposed Default Judgment is annexed hereto as Exhibit "F");
- e. such other and further relief as this Court may deem just and proper

  
ANDREW GRABOIS (AG 3192)

Sworn to before me this  
27<sup>th</sup> day of March, 2008

  
NOTARY PUBLIC

**ROSA FALLON**  
Commissioner of Deeds  
City of New York - No. 2-12032  
Qualified in Kings County  
Commission Expires Jan 01, 2010

**OFFICE OF THE IMPARTIAL ARBITRATOR**

**ROGER E. MAHER**  
IMPARTIAL ARBITRATOR

**OPINION AND  
DEFAULT AWARD  
OF ARBITRATOR**

-----X  
**In the matter of the Arbitration between**

The New York District Council of Carpenter Pension Fund, New York City District Council of Carpenters Welfare Fund, New York City District Council of Carpenters Vacation Fund, New York City District Council of Carpenters Annuity Fund, New York City District Council of Carpenters Apprenticeship, Journeyman, Retraining, Educational & Industry Fund, New York City District Council of Carpenters Charity Fund, The New York and Vicinity Carpenters Labor Management Cooperation Fund, by Michael J. Forde and Paul O'Brien, as Trustees,

**Petitioners,**

**-against-**

**L B Griffin Contracting Inc./T & I Excavating-Joint Venture,  
Respondent**

-----X

Pursuant to the provisions of the Collective Bargaining Agreement between the Respondent-Employer and the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, effective 07/01/2000, and the designation of the undersigned as Impartial Arbitrator to determine disputes concerning claim arising from payments due to the Benefit Funds described in said written contract, the undersigned Arbitrator was called upon to hear and determine a controversy involving claims by the Petitioners that the Funds are unable to ascertain the amount of contributions due it as the Respondent has not allowed an audit of its books as required by the collective bargaining agreement.

In accordance with the terms of the underlying written agreement, the Civil Practice Law and Rules of the State of New York and the herein Notice of Intention to Arbitrate dated 05/01/2007, the undersigned by Notice of Hearing dated 05/03/2007, scheduled a hearing for 06/11/2007, in order to determine the dispute between the parties.

### OPINION

On 06/11/2007, at the place and time designated at the aforesaid Notice of Hearing, Steven Kasarda, Esq., appeared on behalf of the Petitioners and submitted proof that the Respondent-Employer had legally sufficient notice of this proceeding and the claims against. There being no appearance on behalf of the Respondent nor any request for an adjournment or extension of time to appear, the undersigned found the Respondent to be in default and proceeded to hear the testimony and take evidence on the claims of the Petitioners.

The uncontroverted testimony and evidence established that the Respondent was bound to a Collective Bargaining Agreement with the New York City District Council of Carpenters and said Agreement became effective 07/01/2000. This Contract obligated the Respondent-Employer to make certain payments to Fringe Benefit Trust Funds on behalf of all its carpenter employees pursuant to schedules set forth in the Agreement.

The testimony of the auditor employed by the Petitioners, established that an audit of the books and records of the Respondent had been attempted on numerous occasions but without success. Therefore the Funds are unable to ascertain the amount of contributions due the aforesaid Funds during the period of 07/01/2001 through Date.

Therefore Steven Kasarda, Esq. argues in order for the Funds to establish the amount of contributions it is due requires an award directing this Respondent-Employer to produce any and all books and records requested by the Benefit Funds Office, specifically cash disbursement section of the cash book, general ledger, job location records, daily time records and all certified payrolls for the audit period 07/01/2001 through Date .

**AWARD**

Upon the substantial and credible evidence of the case as a whole I find that the Respondent- Employer, L B Griffin Contracting Inc./T & I Excavating-Joint Venture, failed to comply with the Collective Bargaining Agreement as it relates to allowing an audit of its books and records, and orders this Respondent-Employer to forthwith produce any and all books and records specifically cash disbursement section of the cash book, general ledger, job location records, daily location records, daily time records and all certified payrolls for the audit period 07/01/2001 through Date , to the Board of Trustees of the New York City District Council of Carpenters Benefit Funds.

Pursuant to the Collective Bargaining Agreement the Arbitrator orders this Respondent-Employer to pay forthwith to the Funds a sum total of \$ 2,400.00 which represents the Funds costs incurred in this matter. The costs are as follows:

Attorney's Fee.....	\$	1500.00
Arbitrator's Fee.....	\$	150.00
Court Costs.....	\$	250.00
Audit Cost.....	\$	500.00
<b>TOTAL</b>	<b>\$</b>	<b>2,400.00</b>

Dated: Brooklyn, New York  
June 21, 2007

  
\_\_\_\_\_  
**ROGER E. MAHER**, Arbitrator

To: Steven Kasarda. Esq.  
New York City District Council Carpenters Benefit Funds  
395 Hudson Street  
New York, New York 10014

Thomasina Caba  
New York City District Council Carpenters Benefit Funds  
395 Hudson Street  
New York, New York 10014

L B Griffin Contracting Inc./T & I Excavating-Joint Venture  
150-54 183rd Street  
Jamaica, NY 11413  
Charles T. Griffen, Partner

**AFFIRMATION**

STATE OF NEW YORK )  
COUNTY OF KINGS )

The undersigned under penalty of perjury affirms that he is the Arbitrator in the within proceeding and signed same in accordance with arbitration law of the State of New York.

  
\_\_\_\_\_  
**ROGER E. MAHER**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS PENSION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS WELFARE  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS VACATION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS ANNUITY FUND,  
NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS  
APPRENTICESHIP, JOURNEYMAN RETRAINING,  
EDUCATIONAL AND INDUSTRY FUND, NEW YORK  
CITY DISTRICT COUNCIL OF CARPENTERS CHARITY  
FUND, and THE NEW YORK CITY AND VICINITY  
CARPENTERS LABOR MANAGEMENT COOPERATION  
FUND, by MICHAEL J. FORDE, and PAUL O'BRIEN,  
as TRUSTEES,

07 CV 10549

JUDGE KAPLAN

**SUMMONS**

Plaintiffs,

-against-

L B GRIFFIN CONTRACTING INC. / T & I EXCAVATING –  
JOINT VENTURE,

Defendant.

-----X  
TO:

L B Griffin Contracting Inc. / T & I Excavating – Joint Venture  
150-54 183rd Street  
Jamaica, NY 11413

**YOU ARE HEREBY SUMMONED** and required to file with the clerk of this court and serve upon

O'DWYER & BERNSTIEN, LLP  
52 Duane Street  
New York, New York 10007  
(212) 571-7100

an answer to the complaint which is herewith served upon you, within **30 days** after service of this summons upon you,  
exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief  
demanded in the complaint.

**J. MICHAEL McMAHON**

NOV 26 2007

CLERK

DATE

BY DEPUTY CLERK

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS PENSION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS WELFARE  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS VACATION FUND, NEW YORK CITY  
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FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS APPRENTICESHIP, JOURNEYMAN  
RETRAINING, EDUCATIONAL AND INDUSTRY  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS CHARITY FUND, and THE NEW YORK  
CITY AND VICINITY CARPENTERS LABOR  
MANAGEMENT COOPERATION FUND,  
by MICHAEL J. FORDE, and PAUL O'BRIEN,  
as TRUSTEES,

Plaintiffs,

-against-

L B GRIFFIN CONTRACTING INC. / T & I EXCAVATING –  
JOINT VENTURE,

Defendant.  
-----X

Plaintiffs ("Benefit Funds"), by their attorneys O'Dwyer & Bernstien, LLP, for their  
Complaint allege as follows:

**NATURE OF THE CASE**

1. This is an action to confirm and enforce an Arbitrator's Award rendered pursuant to a collective bargaining agreement ("Agreement") between The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America ("Union") and L B Griffin Contracting Inc. / T & I Excavating - Joint Venture ("Employer").

**JURISDICTION**

2. This Court has jurisdiction over this proceeding pursuant to section 301 of the

07 CV 10549

07 CV \_\_\_\_\_

**COMPLAINT**

JUDGE KAPLAN

FILED  
APR 1 2008  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Labor Management Relations Act (“LMRA”), 29 U.S.C. §185, sections 502(a)(3)(B)(ii), (d)(1), (e) and (g) of the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §§1132(a)(3)(B)(ii), (d)(1), (e) and (g), section 515 of ERISA, 29 U.S.C. §1145, and section 9 of the Federal Arbitration Act, 9 U.S.C. §9.

3. Personal jurisdiction is based upon Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2).

### **VENUE**

4. Venue is proper in this district in that Plaintiffs' offices are located in this district.

### **PARTIES**

5. At all times relevant herein the Plaintiffs were jointly administered, multi-employer, Taft-Hartley Benefit Funds administered by trustees designated by a union and by employers, established and maintained pursuant to section 302(c)(5) of the LMRA, 29 U.S.C. §186(c)(5). Plaintiffs Forde and O'Brien are fiduciaries of the Benefit Funds within the meaning of ERISA sections 3(21) and 502, 29 U.S.C. §§1002(21) and 1132.

6. The Benefit Funds are employee benefit plans within the meaning of sections 3(1) and (3) of ERISA, 29 U.S.C. §1002(1) and (3) and are maintained for the purposes of providing health, medical and related welfare benefits, pension and other benefits to eligible participants and beneficiaries on whose behalf they receive contributions from numerous employers pursuant to collective bargaining agreements between the employers and the Union.

7. Upon information and belief defendant L B Griffin Contracting Inc. / T & I Excavating - Joint Venture is a joint venture formed under laws of the State of New York with a principal place of business located at 150-54 183rd Street, Jamaica, NY 11413.

8. The defendant is an employer within the meaning of section 3(5) of ERISA, 29

U.S.C. §1002 (5).

**FIRST CLAIM FOR RELIEF**

9. Defendant was bound at all relevant times by a collective bargaining agreement with the Union, which, by its terms, became effective July 1, 2000. Said Agreement provides, inter alia, that the defendant shall furnish its books and payroll records when requested by the Benefit Funds for the purpose of conducting an audit to ensure compliance with required benefit fund contributions and for the submission of disputes to final, binding arbitration.

10. A dispute arose during the period of the Agreement between the parties when the Employer failed to comply with the Benefit Funds' demands to furnish its books and records for the purpose of conducting an audit.

11. Pursuant to the arbitration clause in the Agreement, the dispute was submitted to arbitration to Roger Maher, the duly designated impartial arbitrator.

12. Thereafter, upon due notice to all parties, the arbitrator duly held a hearing and rendered his award, in writing, dated June 21, 2007 determining said dispute. Upon information and belief, a copy of the award was delivered to the defendant (A copy of the award is annexed hereto as Exhibit "A" and made part hereof).

13. The arbitrator found the defendant had failed to comply with the Agreement as it relates to paying fringe benefit monies and directed it to furnish the Plaintiffs with any and all books and records, for the period of July 1, 2001 through June 21, 2007 including but not limited to, the cash disbursement section of the cash book, general ledger, job location records, daily time records and all certified payrolls.

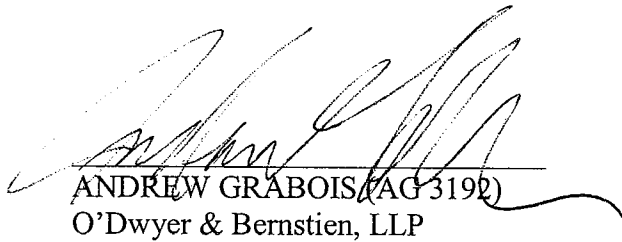
14. The arbitrator also found that the defendant was required to pay the funds a sum of \$2,400.00 pursuant to the Agreement, representing costs incurred in the arbitration.

15. The defendant has failed to abide by the award.

WHEREFORE, Plaintiffs demand judgment against defendant as follows:

1. For an order confirming the arbitration award in all respects;
2. For entry of judgment in favor of the Plaintiffs ordering the defendant and its officers to make available to the Plaintiffs or authorized representatives any and all books and records deemed necessary to conduct an audit including, but not limited to, the cash disbursement section of the cash book, general ledger, job location records, daily time records and all certified payrolls for the period July 1, 2001 through June 21, 2007.
3. For entry of judgment in favor of the Benefit Funds and against the defendant ordering the defendant to pay the Benefit Funds a total sum of \$2,400.00 pursuant to the arbitrator's award.
4. For attorneys' fees and costs of this action;
5. For such other and further relief as this court may deem just and proper.

Dated: New York, New York  
November 21, 2007



ANDREW GRABOIS (AG 3192)  
O'Dwyer & Bernstein, LLP  
Attorneys for Plaintiffs  
52 Duane Street  
New York, NY 10007  
(212) 571-7100

U S District COURT OF THE STATE OF NEW YORK  
COUNTY OF Southern

ODWYER & BERNSTEIN  
52 Duane St  
NEW YORK  
NY 10007

The Nyc District Council Of Carpenters Pension  
Fund Et Al

- against -

L B Griffin Contracting Inc T & I Excavating  
Joint Venture

(212) 571-7100

Atty File # Record # 105770 File # 110

STATE OF NEW YORK: COUNTY OF NASSAU: ss

Peter Stoute-Lic#0971859 being duly sworn deposes and says deponent is not a party to this action and is over the age of eighteen years and resides in the state of New York:

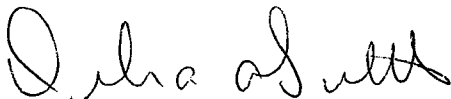
That on 01/23/08 at 1:20pm at 221-19 131st Avenue Springfield Gardens Ny deponent served the within Summons & Complaint In A Civil Action & Judges' Rules by personally delivering to and leaving with Ms. Griffin for L B Griffin Contracting Inc/T&I Excavating Joint Venture C/O Charles T Griffin a true copy thereof, and that deponent knew the person so served to be the Managing Agent and stated (s)he was authorized to accept legal papers for the corporation.

A description of the person served is as follows:

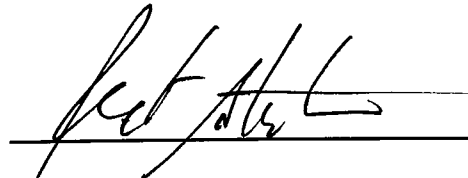
Approx Age: 60 Years Approx Weight: 130 Lbs. Approx Height: 5'9"  
Sex: Female Color of Skin: White Color of Hair: Blk/Gr  
Other:

The following does not apply to this affidavit of service:

confirmed the above address of defendant and asked whether defendant was in active military service of the United States or the State of New York in any capacity whatever or is a dependent of anyone in the military and received a negative reply. Defendant wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in Federal statutes.



Sworn to before me this 01/29/08  
Debra A. Scott #01SC6137374  
Notary Public, State of New York  
County, Com. Exp. 12/31/09



Peter Stoute-Lic#0971859

**Supreme Judicial Services, Inc.**

371 Merrick Road • Rockville Centre, N.Y. 11570 • (516) 825-7600  
225 Broadway • New York, N.Y. 10007 • (212) 319-7171  
FAX (516) 568-0812



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS PENSION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS WELFARE  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS VACATION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS ANNUITY  
FUND, NEW YORK CITY DISTRICT COUNCIL  
OF CARPENTERS APPRENTICESHIP, JOURNEYMAN  
RETRAINING, EDUCATIONAL AND INDUSTRY  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS CHARITY FUND, and THE NEW YORK  
CITY AND VICINITY CARPENTERS LABOR  
MANAGEMENT COOPERATION FUND,  
by MICHAEL J. FORDE, and PAUL O'BRIEN,  
as TRUSTEES

07 CV 10549 (LAK)  
ECF CASE

**CLERKS**  
**CERTIFICATE**

Plaintiffs,

-against-

L B GRIFFIN CONTRACTING INC. / T & I  
EXCAVATING - JOINT VENTURE

Defendant.

-----X  
I, J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on November 26, 2007 by filing of the Summons and Complaint, and a copy of the Summons and Complaint having been served on the defendant, L B Griffin Contracting Inc. / T & I Excavating – Joint Venture on January 23, 2008, by delivering one (1) true copy thereof to Charles Griffin, a Managing Officer, at his place of abode at 221-19 131<sup>st</sup> Avenue, Springfield Gardens, NY, and proof of service being filed on February 6, 2008.

I further certify that the docket entries indicate that the defendant has not filed an answer or otherwise moved with respect to complaint herein. The default of the defendant is hereby noted.

Dated: MAR 19, 2008  
New York, New York

**J. MICHAEL MCMAHON**  
Clerk of the Court

By: [Signature]  
Deputy Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL OF  
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CARPENTERS CHARITY FUND, and THE NEW  
YORK CITY AND VICINITY CARPENTERS  
LABOR MANAGEMENT COOPERATION FUND,  
by MICHAEL J. FORDE and PAUL O'BRIEN,  
as TRUSTEES,

07 CV 10549 (LAK)  
ECF CASE

**AFFIDAVIT OF  
SERVICES**

Plaintiffs,

-against-

L B GRIFFIN CONTRACTING INC. / T & I  
EXCAVATING – JOINT VENTURE,

Defendant.

-----X  
STATE OF NEW YORK                    )  
  :SS.:  
COUNTY OF NEW YORK                )

ANDREW GRABOIS, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and am associated with the firm of O'Dwyer & Bernstien, LLP, attorneys for plaintiffs herein and submit this affidavit in support of the instant application for default judgment and order.

2. On November 21, 2007, Rich Gage, a paralegal in this office, drafted and revised a complaint, cover sheet and other required documents and prepared them for filing with the Clerk of the Court. He spent 0.5 hours on this matter at a billing rate of \$115.00 per hour for a total of \$57.50 in attorneys' fees.



3. On November 21, 2007, your deponent reviewed and finalized the aforementioned documents. I spent 0.5 hours at a billing rate of \$320.00 per hour for a total of \$160.00 in attorneys' fees.

4. On November 26, 2007, Mr. Gage prepared and filed the aforementioned documents with the Clerk of the Court. He spent 1.0 hours at a billing rate of \$115.00 per hour for a total of \$115.00 in attorneys' fees.

5. On November 26, 2007, Mr. Gage prepared and filed the aforementioned documents on the Electronic Case Filing system. He spent 0.5 hours on this matter at a billing rate of \$115.00 per hour for a total of \$57.50 in attorneys' fees.

6. On December 4, 2007, Mr. Gage prepared and mailed the aforementioned documents for service of process. He spent 0.5 hours on this matter at a billing rate of \$115.00 per hour for a total of \$57.50 in attorneys' fees.

7. On February 6, 2008, Ian Henderson, a paralegal in this office prepared and filed the affidavit of service with the Court and on the ECF system. He spent 0.5 hours on this matter at a billing rate of \$200.00 per hour for a total of \$100.00 in attorneys' fees.

8. On March 26, 2008 and March 27, 2008, Mr. Henderson drafted the required default documents, including a proposed default judgment and order and affidavit of services rendered. He spent a total of 4.0 hours on this matter at a billing rate of \$200.00 per hour for a total of \$800.00 in attorneys' fees.

9. On March 27, 2008, your deponent reviewed and finalized the aforementioned default documents. I spent 0.5 hours on this matter at a billing rate of \$320.00 per hour for a total of \$160.00 in attorneys' fees.

10. The cost of the process server to effectuate service of process was \$120.00.

WHEREFORE, deponent respectfully requests allowance of attorneys' fees in the sum of \$1,507.50 and costs arising out of this action in the amount of \$120.00 for a total of \$1,627.50.



ANDREW GRABOIS (AG 3192)

Sworn to before me this  
27<sup>th</sup> day of March, 2008



NOTARY PUBLIC

ROSA FALLON  
Commissioner of Deeds  
City of New York - No. 2-12032  
Qualified in Kings County  
Commission Expires Jan 01, 20~~0~~9

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL  
OF CARPENTERS PENSION FUND, NEW  
YORK CITY DISTRICT COUNCIL OF  
CARPENTERS WELFARE FUND, NEW YORK  
CITY DISTRICT COUNCIL OF CARPENTERS  
VACATION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS  
ANNUITY FUND, NEW YORK CITY DISTRICT  
COUNCIL OF CARPENTERS APPRENTICESHIP,  
JOURNEYMAN RETRAINING, EDUCATIONAL  
AND INDUSTRY FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS CHARITY  
FUND, and THE NEW YORK CITY AND VICINITY  
CARPENTERS LABOR MANAGEMENT  
COOPERATION FUND, by MICHAEL J. FORDE  
and PAUL O'BRIEN, as TRUSTEES,

07 CV 10549 (LAK)  
ECF CASE

**DEFAULT JUDGMENT**

Plaintiffs,

-against-

L B GRIFFIN CONTRACTING INC. / T & I  
EXCAVATING - JOINT VENTRUE,

Defendant.

-----X

This action having been commenced on November 26, 2007 by the filing of a Summons and Complaint, and a copy of the Summons and Complaint having been served on the defendant L B Griffin Contracting Inc. / T & I Excavating - Joint Ventrue on January 23, 2008 by delivering one (1) true copy of the same to Charles Griffin, a Managing Officer, at his usual place of adobe, and a proof of service having been filed on February 6, 2008 and the defendant not having answered the Complaint, and the time for answering the Complaint having expired, and the Clerk of the Court having issued its certificate of default on March 19, 2008, it is

ORDERED, ADJUDGED AND DECREED: That the Plaintiffs have judgment against Defendant, pursuant to the arbitration award, in the liquidated amount of \$2,400.00, representing costs and fees arising out of the arbitration, in addition to attorneys' fees and costs arising out of this action in the amount of \$1,627.50 for a total of \$4,027.50 and that L B Griffin Contracting Inc. / T & I Excavating - Joint Ventrue and its officers are ordered to produce any and all books and records relating to L B Griffin Contracting Inc. / T & I Excavating - Joint Ventrue for the period of July 1, 2001 through June 21, 2007.

Dated: \_\_\_\_\_  
New York, New York

\_\_\_\_\_  
Honorable Lewis A. Kaplan  
United States District Judge

This document was entered on the docket  
on \_\_\_\_\_.

STATE OF NEW YORK     )  
                                      :SS.:  
COUNTY OF NEW YORK    )

IAN K. HENDERSON, being duly sworn, deposes and says: I am not a party to the action, am over 18 years of age and reside in Brooklyn, New York. On the 1<sup>st</sup> day of April, 2008, I served plaintiffs' **NOTICE OF MOTION and SUPPORTING DOCUMENTATION** to the following party by depositing a true copy thereof in a post-paid wrapper, in an official depository, under the exclusive care and custody of the United States Postal Service within New York State, addressed to the following person at the last known address set forth after the name below:

TO: L B Griffin Contracting Inc. / T & I Excavating – Joint Venture  
150-54 183<sup>rd</sup> Street  
Jamaica, NY 11413

  
IAN K. HENDERSON

Sworn to before me this  
1<sup>st</sup> day of April, 2008

  
NOTARY PUBLIC

**ANDREW GRABOIS**  
Notary Public, State of New York  
No. 02GR6127051  
Qualified in New York County  
Commission Expires May 23, 2009